

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

David Nolan,

Case No. 16-cv-12224

Plaintiff,

Hon. Judith E. Levy

v.

Magistrate Judge Stephanie Dawkins

Davis Ronald Thomas,

Defendant.

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**RECEIVER'S FINAL REPORT AND MOTION TO (1) TERMINATE RECEIVERSHIP; (2) APPROVE ACTIONS OF RECEIVER; (3) APPROVE THE FINAL ACCOUNTING; (4) DISCHARGE THE RECEIVER; (5) DISTRIBUTE REMAINING PROCEEDS; AND (6) BAR POST-  
RECEIVERSHIP CLAIMS**

NOW COMES, Charles D. Bullock, the court-appointed receiver in the above captioned matter (the "Receiver"), who states as follows:

This Final Report and Motion to (1) Terminate Receivership; (2) Approve Actions of Receiver; (3) Approve the Final Accounting; (4) Discharge the Receiver; (5) Distribute Remaining Proceeds; and (6) Bar Post-Receiptership Claims (the "Motion to Terminate") is furnished pursuant the *Stipulated Order Appointing Receiver and Defining Scope of Receiver's Duties* dated February 13, 2017, Docket #35 and the *Stipulated Order Regarding Receivership Report* dated October 25, 2017, Docket #78 (collectively, the "Receiptership Orders").

## **BACKGROUND**

1. On June 16, 2016, Plaintiff, David Nolan, (the “Plaintiff”) filed a complaint against Defendant, Davis Ronald Thomas, (the “Defendant”), thereby initiating the above captioned proceeding. Subsequently, the Court entered the Receivership Orders.

2. The Receiver met with (telephonically and in person, when geographically reasonable) and engaged in ongoing communication with the parties and their respective counsel regarding the subject matter of the Receivership.

3. The Receiver received and reviewed a substantial amount of documentation from the parties regarding the subject matter of the Receivership. Substantially all of this documentation has been shared with counsel for the parties.

4. The Receiver met with (telephonically and in person) and engaged in ongoing communication with representatives of the third-party management company, Epic Property Management, LLC, (the “Property Manager”) regarding the subject matter of the Receivership.

5. The Receiver received and reviewed a substantial amount of documentation from the Property Manager regarding the subject matter of the Receivership. Substantially all of this documentation has been shared with counsel for the parties.

6. The Receiver viewed, on multiple occasions, each property of the Receivership.

7. The Receiver participated in the sale of the following: (a) 15254 Champaign Road, Allen Park, MI pursuant to Stipulated Order, Docket #46; (b) 317 Helen Avenue, Trenton, MI pursuant to Stipulated Order, Docket #73; (c) 1602 Richmond Street, Southgate, MI pursuant to Stipulated Order, Docket #76; (d) 6579 Kolb, Allen Park, MI pursuant to Stipulated Order, Docket #77; and (e) 13693 Argyle, Southgate, MI pursuant to Stipulated Order, Docket #77.

8. During the pendency of the Receivership, the Receiver provided the Court and all parties in interest with reports regarding his activity as Receiver and the financial position of the Receivership Estate (collectively, the “Reports”). See Docket #s 51, 85, and 100.

9. Both Plaintiff and Defendant moved this Court for summary judgment. On June 26, 2018, the Court entered its *Opinion and Order Granting in Part and Denying in Part Cross Motions for Summary Judgment [81] [87] and Denying Plaintiff's Motion for Leave to Amend [106]*, Docket #111 and *Judgment*, Docket #112. Pursuant to the Judgment, this case was dismissed with prejudice.

10. On July 17, 2018 this Court entered its *Order Denying Plaintiff's Motion for Reconsideration [113] and Denying Defendant's Motion for Leave to*

*File a Response to Plaintiff's Motion for Reconsideration [114], Docket #115.*

However, the Court has not formerly discharged the Receiver.

11. Attached hereto as **Exhibit 2**, is a final accounting of the receivership estate, which consists of a summary of the receipts and disbursements during the receivership.

12. As of the filing of this Motion, the Receiver is holding \$68,489.59 in the Stevenson & Bullock, P.L.C. Client Trust Account and there are funds held at PNC Bank. The PNC Bank Account is held in the name of Thomas Nolan LLC. As of the date of the filing of this Motion, there is \$27,814.19 in the PNC Bank Account. The Receiver is the only party authorized to access, use, or otherwise withdraw funds from the Stevenson & Bullock, P.L.C. Client Trust Account and the PNC Bank Account. The Receiver intends to pay, from the funds on hand, the administrative expenses of the Receivership Estate, including outstanding fees in the amount of \$1,000.00 to Stevenson & Bullock, P.L.C. and, subject to approval, the outstanding fees of Sarah Balmer, LLC, the Receiver's accounting professional. There will be additional fees and expenses incurred by the Receiver and his professionals until the receivership is terminated and Receiver discharged.

13. The Receiver requested comments from both parties regarding the distribution of the funds on hand. Plaintiff's position is attached hereto as **Exhibit 3**. Defendant's position is attached hereto as **Exhibit 4**. The Defendant has also

requested that the Receiver transfer authority, access, use, and check signing authority in the PNC Bank Account to him. The Receiver leaves it to this Court's sound discretion for direction as to where the remaining funds should be distributed.

14. The Receiver is providing notice of this Motion to all parties in interest via first class mail and through the Court's electronic filing system.

**Relief Requested**

15. The Receiver requests that this Court enter an order, substantially in the form attached hereto as **Exhibit 1**, (i) terminating the receivership, (ii) approving the actions of the Receiver, (iii) approving the final accounting, (iv) discharging the Receiver, (v) distributing the remaining proceeds, (vi) barring post-receivership claims, and (vii) granting such other relief that is just and necessary.

**Basis for Relief**

16. The Receivership Order provides, in pertinent part, that "This Receivership shall continue until the Receiver submits a final accounting of the Receivership Property and other findings or until further order of this Court." Docket #35, ¶34.

17. The Court has entered its *Judgment* and *Order Denying Plaintiff's Motion for Reconsideration [113] and Denying Defendant's Motion for Leave to File a Response to Plaintiff's Motion for Reconsideration [114]* thereby adjudicating the dispute among the parties that was the subject of the above captioned proceeding.

18. In addition, to date, the Receiver has acted in accordance with the Receivership Order and every further order of this Court in this case. The Receiver has also kept the Court apprised of all of his actions in this matter by filing the Reports; therefore, all claims and causes of action against the Receiver and his accountants, agents, attorneys, successors, officers, directors, special deputies and assigns for any and all actions taken and not taken throughout the duration of this receivership case, shall be completely and forever barred.

19. Because the grounds for the receivership no longer exist and the Receiver has fulfilled all of his duties under the Receivership Order, the receivership should be terminated and the Receiver should be discharged and relieved of all of his duties, responsibilities and obligations.

### **Conclusion**

20. For the reasons stated above, the Receiver requests that this Court enter an order, substantially in the form attached hereto as **Exhibit 1**, (i) terminating the receivership, (ii) approving the actions of the Receiver, (iii) approving the final accounting, (iv) discharging the Receiver, (v) distributing the remaining proceeds, (vi) barring post-receivership claims, and (vii) granting such other relief that is just and necessary.

Respectfully submitted,  
**STEVENSON & BULLOCK, P.L.C.**

By: /s/ Charles D. Bullock  
Charles D. Bullock (P55550)  
Court Appointed Receiver  
26100 American Drive, Suite 500  
Southfield, MI 48034  
Phone: (248) 354-7906  
Facsimile: (248) 354-7907  
Email: cbullock@sbplclaw.com

Dated: August 15, 2018

## **Exhibit 1**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

David Nolan,

Case No. 16-cv-12224

Plaintiff,

Hon. Judith E. Levy

v.

Magistrate Judge Stephanie Dawkins

Davis Ronald Thomas,

Defendant.

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**ORDER GRANTING RECEIVER'S FINAL REPORT AND MOTION TO  
(1) TERMINATE RECEIVERSHIP; (2) APPROVE ACTIONS OF  
RECEIVER; (3) APPROVE THE FINAL ACCOUNTING; (4) DISCHARGE  
THE RECEIVER; (5) DISTRIBUTE REMAINING PROCEEDS; AND (6)  
BAR POST-RECEIVERSHIP CLAIMS**

This matter is based on the Motion to (1) Terminate Receivership; (2) Approve Actions of Receiver; (3) Approve the Final Accounting; (4) Discharge the Receiver; (5) Distribute Remaining Proceeds; and (6) Bar Post-Receivership Claims (the "Motion to Terminate") (the "Motion") of Charles D. Bullock, in his capacity as Receiver ("Receiver"); the Court has reviewed the Motion and finds good cause for the issuance of this Order.

NOW, THEREFORE,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The receivership of Receivership Property (as such term is defined in the Receivership Orders) (the “Receivership Estate”) is terminated, the Receiver is discharged, his bond terminated, and the Receivership Estate is closed.

2. All actions taken or not taken by the Receiver and his professionals, including, without limitation, his attorneys and accounting professionals, throughout the duration of the Receivership Estate are approved, and such actions taken and not taken have been properly executed and have met the requirements of this Court’s orders regarding such issues, including but not limited to this Court’s *Stipulated Order Appointing Receiver and Defining Scope of Receiver’s Duties* dated February 13, 2017, Docket #35 and the *Stipulated Order Regarding Receivership Report* dated October 25, 2017, Docket #78 and any amendments, supplements and revisions thereto (collectively, the “Receivership Orders”) and the laws of the State of Michigan in general, as ascertained by and reviewed by this Court through the date of this Order.

3. The Receiver and his professionals, including, without limitation, his attorneys and accounting professionals, are fully, finally and unconditionally discharged and released from any duties, obligations and liabilities with respect to the Receivership Estate.

4. All claims and causes of action against Receiver and his professionals, including, without limitation, his attorneys and accounting professionals, for any and

all actions taken and not taken throughout the duration of the Receivership Estate shall be completely and forever barred, and from and after entry of this Order terminating the receivership, Receiver shall have no further responsibilities or obligations under the Receivership Orders and the laws of the State of Michigan in general with respect to any matter relating to or arising from this receivership and the Receivership Estate.

5. After payment of final administrative expenses, the Receiver is authorized and shall remit the remaining Receivership Estate proceeds, presently held in the Stevenson & Bullock, P.L.C. Client Trust Account and PNC Bank Account, to \_\_\_\_\_.

6. The Receiver is authorized and directed to transfer authority, access, use, and check signing authority in the PNC Account to \_\_\_\_\_.

7. No further reports shall be required of Receiver to any person or entity, including but not limited to reports to this Court.

8. The Court retains jurisdiction to enforce any provision herein.

That this resolves all pending matters.

DATED: \_\_\_\_\_

Hon. Judith E. Levy  
United States District Judge

## **Exhibit 2**

**Nolan v Thomas**  
**Stevenson & Bullock Trust Account**

	Date	Transacn Type	Num	Name	Memo/Description	Account	Ctr	Amount	Balance
<b>Bank of America Nolan Receivership</b>									
	12/15/2017	Deposit		Defendant Ronald Thomas		Bank of America - Client Trust Acct		22,477.95	22,477.95
	12/16/2017	Deposit		MacWilliams Law PC		Bank of America - Client Trust Acct		22,477.95	44,955.90
	06/21/2018	Check	6133	Ronald Thomas		Bank of America - Client Trust Acct		11,314.80	33,641.10
	07/19/2018	Check	6138	Stevenson & Bullock PLC		Bank of America - Client Trust Acct		3,625.00	30,016.10
	08/08/2018	Transfer			To Close Hertz Account	Bank of America - Client Trust Acct		23,533.63	53,549.73
	08/09/2018	Transfer			To Close Hertz Account	Bank of America - Client Trust Acct		0.06	53,549.79
<b>Bank of America Nolan Total</b>									
								<b>\$ 14,839.80</b>	<b>\$ 68,485.59</b>
									<b>\$ 53,549.79</b>

**Nolan v Thomas**  
**Hantz Bank**

	Date	Transact Ion Type	Num	Name	Memo/Descrip tion	Account	Cir	Amount	Balance
<b>Hantz Bank - Nolan</b>									
	04/26/2017	Deposit		Leading Edge Title Agency		Hantz Bank - Nolan		40,732.75	40,732.75
	08/26/2017	Check	200050613	Stevenson & Bullock PLC		Hantz Bank - Nolan		-15,652.69	25,080.06
	07/17/2017	Check	200050732	Stevenson & Bullock PLC		Hantz Bank - Nolan		-13,020.14	12,059.92
	08/07/2017	Check	200052126	Stevenson & Bullock PLC		Hantz Bank - Nolan		-8,753.09	3,306.83
	09/08/2017	Deposit		Leading Edge Title Agency		Hantz Bank - Nolan		3,390.00	6,696.83
	09/08/2017	Deposit				Hantz Bank - Nolan		15,109.96	21,806.79
	09/25/2017	Deposit		Refund		Hantz Bank - Nolan		345.00	22,151.79
	09/25/2017	Deposit		Leading Edge Title Agency		Hantz Bank - Nolan		35,726.90	57,878.69
	10/02/2017	Deposit				Hantz Bank - Nolan		287.80	58,168.49
	10/02/2017	Check	200052498	Ronald Thomas		Hantz Bank - Nolan		-7,497.85	50,668.64
	10/11/2017	Check	200052557	Stevenson & Bullock PLC		Hantz Bank - Nolan		-11,702.87	38,966.17
	11/15/2017	Deposit				Hantz Bank - Nolan		2,276.80	41,242.97
	12/12/2017	Deposit				Hantz Bank - Nolan		1,176.18	42,419.15
	12/18/2017	Check	200052973	Stevenson & Bullock PLC		Hantz Bank - Nolan		-18,920.00	23,499.15
	06/01/2018	Deposit				Hantz Bank - Nolan		34.54	23,533.69
	08/08/2018	Transfer			To Close Account	Hantz Bank - Nolan		-23,533.63	0.06
	08/09/2018	Transfer			To Close Account	Hantz Bank - Nolan		-0.06	0.00
								<b>\$ 0.00</b>	
								<b>\$ 0.00</b>	

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Nolan v Thomas PNC Bank										
Date	Ref No.	Payee	Memo	Class	Payment	Deposit	Reconciliation Status	Balance	Type	Account
06/25/2018	2376	Stevenson & Bullock PLC		Nolan Receivership	2,625.00		Reconciled	20,766.99	Check	Legal & Professional Services
06/19/2018		Epic Property		Nolan Receivership		3,373.00	Reconciled	23,411.99	Deposit	Income
06/19/2018		Epic Property		Nolan Receivership		5,420.00	Reconciled	20,038.99	Deposit	Income
06/11/2018	ACH	Credit Card Payment		Nolan Receivership	53.00		Reconciled	14,618.99	Check	Expenses
06/01/2018	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	14,671.99	Check	Bank Charges & Fees
06/01/2018	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	14,866.99	Check	Expense
05/17/2018		Epic Property		Nolan Receivership		3,438.00	Reconciled	18,370.80	Deposit	Income
05/17/2018		Epic Property		Nolan Receivership		5,470.00	Reconciled	13,441.80	Deposit	Income
05/11/2018	ACH	Credit Card Payment		Nolan Receivership	489.00		Reconciled	7,971.80	Check	Expenses
05/01/2018	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	8,437.80	Check	Bank Charges & Fees
05/01/2018	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	8,452.80	Check	Expense
04/18/2018		Epic Property		Nolan Receivership		3,247.17	Reconciled	10,645.21	Deposit	Income
04/18/2018		Epic Property		Nolan Receivership		5,470.00	Reconciled	7,398.04	Deposit	Income
04/17/2018	2375	Stevenson & Bullock PLC		Nolan Receivership	5,515.00		Reconciled	1,920.84	Check	Legal & Professional Services
04/02/2018	2374	Stevenson & Bullock PLC		Nolan Receivership	2,670.00		Reconciled	7,443.04	Check	Legal & Professional Services
04/02/2018	ACH	Credit Card Payment		Nolan Receivership	53.00		Reconciled	10,113.04	Check	Expenses
			Corp ACH Mbc Payments MI							
04/02/2018	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	10,166.04	Check	Expense
04/01/2018	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	12,358.85	Check	Bank Charges & Fees
03/19/2018		Epic Property		Nolan Receivership		2,081.80	Reconciled	12,373.65	Deposit	Income
03/19/2018		Epic Property		Nolan Receivership		5,162.40	Reconciled	9,411.85	Deposit	Income
			Corp ACH Mbc Payments MI							
03/02/2018	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	4,219.45	Check	Expense
03/01/2018	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	6,412.06	Check	Bank Charges & Fees
02/22/2018	2373	Stevenson & Bullock PLC		Nolan Receivership	2,850.00		Reconciled	6,427.06	Check	Legal & Professional Services
02/20/2018		Epic Property		Nolan Receivership		1,230.57	Reconciled	9,277.06	Deposit	Income
02/20/2018		Epic Property		Nolan Receivership		8,590.00	Reconciled	8,046.49	Deposit	Income
02/15/2018	2576	City of Wyandotte		Nolan Receivership	768.51		Reconciled	1,456.49	Check	Taxes & Licenses
02/15/2018	2372	City of Harper Woods		Nolan Receivership	2,498.28		Reconciled	2,225.00	Check	Taxes & Licenses
02/15/2018	2371	City of Lincoln Park		Nolan Receivership	438.48		Reconciled	4,721.28	Check	Taxes & Licenses
02/15/2018	2370	City of Allen Park		Nolan Receivership	807.75		Reconciled	5,159.74	Check	Taxes & Licenses
02/15/2018	2369	City of Allen Park		Nolan Receivership	614.83		Reconciled	5,767.49	Check	Taxes & Licenses
02/15/2018	2358	City of Wyandotte		Nolan Receivership	781.88		Reconciled	8,382.42	Check	Taxes & Licenses
02/15/2018	2357	City of Wyandotte		Nolan Receivership	1,152.77		Reconciled	7,164.30	Check	Taxes & Licenses
02/13/2018	2575	City of Dearborn		Nolan Receivership	374.74		Reconciled	8,317.07	Check	Taxes & Licenses
02/08/2018	2574	Ronald Thomas		Nolan Receivership	3,765.02		Reconciled	8,691.81	Check	Reimbursable Expenses
02/08/2018	2573	Ronald Thomas		Nolan Receivership	179.75		Reconciled	12,488.83	Check	Reimbursable Expenses
02/08/2018	ACH	Credit Card Payment		Nolan Receivership	53.00		Reconciled	12,666.58	Check	Expenses
02/01/2018	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	12,719.58	Check	Bank Charges & Fees
			Corp ACH Mbc Payments MI							
02/01/2018	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	12,734.58	Check	Expense
01/18/2018		Epic Property		Nolan Receivership		3,308.04	Reconciled	14,027.10	Deposit	Income
01/18/2018		Epic Property		Nolan Receivership		3,517.07	Reconciled	11,618.25	Deposit	Income
01/08/2018	2572	Stevenson & Bullock PLC		Nolan Receivership	3,025.75		Reconciled	8,100.28	Check	Legal & Professional Services
01/05/2018	ACH	Credit Card Payment		Nolan Receivership	121.17		Reconciled	11,128.03	Check	Expenses
			Corp ACH Mbc Payments MI							
01/02/2018	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	11,247.20	Check	Expense
01/01/2018	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	13,438.81	Check	Bank Charges & Fees
12/18/2017		Epic Property		Nolan Receivership		3,420.25	Reconciled	13,454.81	Deposit	Income
12/19/2017		Epic Property		Nolan Receivership		5,345.00	Reconciled	10,034.58	Deposit	Income
12/07/2017	2571	Patrick Foley	-	Nolan Receivership	6,362.50		Reconciled	4,689.56	Check	Expenses
12/04/2017	2570	Ronald Thomas		Nolan Receivership	4,926.02		Reconciled	11,052.08	Check	Reimbursable Expenses
12/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	15,976.08	Check	Bank Charges & Fees
			Corp ACH Mbc Payments MI							
12/01/2017	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	15,993.08	Check	Expense
11/17/2017		Epic Property		Nolan Receivership		3,548.00	Reconciled	18,185.09	Deposit	Income
11/17/2017		Epic Property		Nolan Receivership		5,329.74	Reconciled	14,837.89	Deposit	Income
11/14/2017	2569	Stevenson & Bullock PLC		Nolan Receivership	7,575.00		Reconciled	9,307.05	Check	Legal & Professional Services
11/08/2017	ACH	Credit Card Payment		Nolan Receivership	108.00		Reconciled	16,802.05	Check	Expenses
11/03/2017		Epic Property		Nolan Receivership		300.00	Reconciled	16,600.05	Deposit	Income
11/03/2017		Epic Property		Nolan Receivership		300.00	Reconciled	16,600.05	Deposit	Income
11/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00		Reconciled	16,308.95	Check	Bank Charges & Fees
			Corp ACH Mbc Payments MI							
11/01/2017	ACH	Michigan Business	Business	Nolan Receivership	2,192.81		Reconciled	16,403.95	Check	Expense
10/20/2017	2568	Great Lakes Insurance Co		Nolan Receivership	562.00		Reconciled	16,560.95	Check	Insurance
10/20/2017	2567	Great Lakes Insurance Co		Nolan Receivership	469.00		Reconciled	16,158.95	Check	Insurance
10/20/2017	2566	Foremost Insurance Co		Nolan Receivership	330.00		Reconciled	16,627.95	Check	Insurance
10/18/2017		Epic Property		Nolan Receivership		4,431.88	Reconciled	16,057.95	Deposit	Income
10/18/2017		Epic Property		Nolan Receivership		6,641.59	Reconciled	15,525.00	Deposit	Income

10/04/2017	2564	City of Wyandotte	2017 Summer Taxes #57003010187002	Nolan Receivership	2,166.00	Reconciled	8,864.01	Check	Expense
10/04/2017	2563	City of Wyandotte	2017 Summer Taxes #57015240005303	Nolan Receivership	2,205.60	Reconciled	11,052.07	Check	Expense
10/04/2017	2562	City of Wyandotte	2017 Summer Taxes #570151000035001	Nolan Receivership	3,252.00	Reconciled	13,257.87	Check	Expense
10/02/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	Nolan Receivership	2,192.61	Reconciled	16,500.86	Check	Expense
10/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00	Reconciled	18,702.57	Check	Bank Charges & Fees
09/25/2017	2565	Great Lakes Insurance Co		Nolan Receivership	144.75	Reconciled	18,717.57	Check	Insurance
09/19/2017		Epic Property		Nolan Receivership	4,554.00	Reconciled	18,662.32	Deposit	Income
09/19/2017		Epic Property		Nolan Receivership	6,816.00	Reconciled	14,308.32	Deposit	Income
09/15/2017	ACH	Corporate ACH Bill Payment		Nolan Receivership	3,004.80	Reconciled	7,492.32	Check	Expense
09/12/2017	2561	City of Dearborn		Nolan Receivership	3,001.80	Reconciled	10,497.22	Check	Taxes & Licenses
09/12/2017	2560	City of Harper Woods		Nolan Receivership	723.66	Reconciled	13,499.12	Check	Taxes & Licenses
09/12/2017	2559	Stevenson & Bullock PLC		Nolan Receivership	7,825.00	Reconciled	14,222.76	Check	Legal & Professional Services
09/12/2017		lending Home Services		Nolan Receivership	611.38	Reconciled	22,047.78	Deposit	Income
09/08/2017	ACH	Credit Card Payment		Nolan Receivership	106.00	Reconciled	21,438.42	Check	Expenses
09/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	15.00	Reconciled	21,542.42	Check	Bank Charges & Fees
09/01/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	21,557.42	Check	Expense
09/01/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	22,327.42	Check	Expense
09/01/2017	ACH	lending Home Services		Nolan Receivership	765.54	Reconciled	23,097.42	Check	Expense
09/01/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	Nolan Receivership	2,192.61	Reconciled	23,602.98	Check	Expense
08/31/2017	2558	City of Lincoln Park		Nolan Receivership	1,897.47	Reconciled	28,055.57	Check	Taxes & Licenses
08/31/2017	2557	City of Alton Park		Nolan Receivership	3,399.30	Reconciled	28,053.04	Check	Taxes & Licenses
08/31/2017	2556	City of Alton Park		Nolan Receivership	3,399.13	Reconciled	31,452.43	Check	Taxes & Licenses
08/17/2017				Nolan Receivership	5,352.50	Reconciled	34,021.56	Deposit	Income
08/17/2017				Nolan Receivership	6,676.00	Reconciled	29,469.08	Deposit	Income
08/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	25.00	Reconciled	22,793.08	Check	Bank Charges & Fees
08/01/2017	ACH	lending Home Services		Nolan Receivership	765.54	Reconciled	22,818.08	Check	Expense
08/01/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	23,583.80	Check	Expense
08/01/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	24,353.80	Check	Expense
08/01/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	Nolan Receivership	2,192.61	Reconciled	25,123.80	Check	Expense
07/31/2017	2555	Ronald Thomas		Nolan Receivership	5,126.29	Reconciled	27,318.21	Check	Reimbursable Expenses
07/31/2017	2554	Great Lakes Insurance Co		Nolan Receivership	156.00	Reconciled	32,442.50	Check	Insurance
07/10/2017	2553	Ronald Thomas		Nolan Receivership	1,732.54	Reconciled	32,590.50	Check	Reimbursable Expenses
07/10/2017	2552	Foremost Insurance Co		Nolan Receivership	330.25	Reconciled	34,331.04	Check	Insurance
07/10/2017	2551	Foremost Insurance Co		Nolan Receivership	330.00	Reconciled	34,661.29	Check	Insurance
07/10/2017	2550	Wyandotte Municipal Services		Nolan Receivership	18.89	Reconciled	34,891.29	Check	Taxes & Licenses
07/10/2017	ACH	Credit Card Payment		Nolan Receivership	53.00	Reconciled	35,010.18	Check	Expenses
07/05/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	35,083.18	Check	Expense
07/05/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	35,833.18	Check	Expense
07/05/2017				Nolan Receivership	6,816.00	Reconciled	36,603.18	Deposit	Income
07/03/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	Nolan Receivership	2,102.61	Reconciled	29,787.18	Check	Expense
07/03/2017				Nolan Receivership	4,801.72	Reconciled	31,679.79	Deposit	Income
07/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	75.00	Reconciled	27,378.07	Check	Bank Charges & Fees
06/27/2017	2248	Great Lakes Insurance Co	2016-356 QB set up spring	Nolan Receivership	144.75	Reconciled	27,453.07	Check	Insurance
06/21/2017	2247	API Consulting		Nolan Receivership	192.50	Reconciled	27,597.82	Check	Office Supplies & Software
06/19/2017				Nolan Receivership	6,505.50	Reconciled	27,780.32	Deposit	Income
06/16/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	21,284.82	Check	Expense
06/10/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	22,054.82	Check	Expense
06/07/2017	2246	Ronald Thomas	Reimb mortgage	Nolan Receivership	343.77	Reconciled	22,624.62	Check	Expenses
06/06/2017	2245	Jason Suchon	Interest	Nolan Receivership	754.40	Reconciled	23,168.59	Check	Expenses
06/06/2017	ACH	Credit Card Payment		Nolan Receivership	53.00	Reconciled	23,922.00	Check	Expenses
06/02/2017	ACH	Fed Wire Out	Fed. Wire Out	Nolan Receivership	1,680.00	Reconciled	23,975.00	Check	Expense
06/01/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	50.00	Reconciled	25,055.00	Check	Bank Charges & Fees
06/01/2017	ACH	lending Home Services		Nolan Receivership	765.54	Reconciled	25,705.00	Check	Expense
06/01/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	Nolan Receivership	2,192.61	Reconciled	26,471.53	Check	Expense
06/01/2017				Nolan Receivership	5,010.00	Reconciled	26,884.14	Deposit	Income
05/31/2017	ACH	Fed Wire Out	Fed Wire Out	Nolan Receivership	1,880.00	Reconciled	23,654.14	Check	Expenses
05/31/2017				Nolan Receivership	1,880.00	Reconciled	25,334.14	Deposit	Income
05/22/2017	2244	Dunrite HVAC	Country Club property	Nolan Receivership	89.00	Reconciled	23,654.14	Check	Repairs & Maintenance Expenses
05/17/2017	2241	Kale Begor	Fox Lease	Nolan Receivership	250.00	Reconciled	23,744.04	Check	Income
05/17/2017				Nolan Receivership	445.00	Reconciled	23,894.04	Deposit	Income
05/17/2017				Nolan Receivership	6,364.30	Reconciled	23,549.04	Deposit	Income
05/15/2017				Nolan Receivership	105.70	Reconciled	17,184.74	Deposit	Income

Champagne Negative Balance at Sale									
05/05/2017	2243	Epic Property	Nolan Receivership	465.18	Reconciled	17,078.95	Check	Expenses	
05/03/2017	ACH	Credit Card Payment	Nolan Receivership	405.00	Reconciled	17,544.13	Check	Expenses	
05/01/2017	SVCCHRG	PNC Bank	Service Charge	62.00	Reconciled	17,950.03	Check	Bank Charges & Fees	
05/01/2017	2240	Ronald Thomas	Mortgage	343.77	Reconciled	18,012.03	Check	Expenses	
05/01/2017	2239	Jason Suchon	Interest	754.40	Reconciled	18,355.80	Check	Expenses	
05/01/2017	ACH	lending Home Services		785.54	Reconciled	18,110.20	Check	Expense	
05/01/2017	ACH	lending Home Services		770.00	Reconciled	18,675.74	Check	Expense	
05/01/2017	ACH	lending Home Services		770.00	Reconciled	20,645.74	Check	Expense	
05/01/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	2,192.61	Reconciled	21,415.74	Check	Expense	
04/27/2017	2238	Foremost Insurance Co	8th Street Insurance	Nolan Receivership	330.00	Reconciled	23,608.35	Check	Insurance
04/25/2017	2237	Great Lakes Insurance Co	Argyle Insurance Country Club rental fee	Nolan Receivership	605.00	Reconciled	23,938.35	Check	Insurance
04/20/2017	2236	H. Woods		Nolan Receivership	150.00	Reconciled	24,543.35	Check	Expenses
04/19/2017		Epic Property		Nolan Receivership	5,975.60	Reconciled	24,693.35	Deposit	Income
04/05/2017	2233	Great Lakes Insurance Co	Oceana Insurance	Nolan Receivership	144.75	Reconciled	18,717.75	Check	Insurance
04/03/2017	SVCCHRG	PNC Bank	Service Charge	Nolan Receivership	50.00	Reconciled	18,682.50	Check	Bank Charges & Fees
04/03/2017	2235	Jason Suchon	Interest	Nolan Receivership	754.40	Reconciled	18,612.50	Check	Expenses
04/03/2017	2234	Ronald Thomas	Mortgage	Nolan Receivership	343.77	Reconciled	18,666.00	Check	Expenses
04/03/2017	ACH	lending Home Services		Nolan Receivership	785.54	Reconciled	20,010.67	Check	Expense
04/03/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	20,776.21	Check	Expenses
04/03/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	21,546.21	Check	Expenses
04/03/2017	ACH	Michigan Business	Corp ACH Mbc Payments MI Business	Nolan Receivership	2,192.61	Reconciled	22,316.21	Check	Expenses
04/03/2017		Credit Card Payment		Nolan Receivership	1,540.00	Reconciled	24,508.82	Deposit	Income
03/31/2017	ACH	Credit Card Payment	Oak - \$530.00 Champagne -	Nolan Receivership	36.07	Reconciled	22,688.82	Check	Expenses
03/29/2017	2231	Great Lakes Insurance Co	\$155.25 Insurance	Nolan Receivership	605.25	Reconciled	23,004.89	Check	Insurance
03/29/2017	ACH	Fed Wire Cut	Fed Wire Out	Nolan Receivership	987.00	Reconciled	23,600.14	Check	Expenses
03/17/2017		Epic Property		Nolan Receivership	8,245.00	Reconciled	24,657.14	Deposit	Income
03/15/2017	2232	Unknown		Nolan Receivership	1,160.00	Reconciled	16,412.14	Check	Expense
03/15/2017				Nolan Receivership	1,160.00	Reconciled	17,572.14	Deposit	Income
03/06/2017	2230	Unknown		Nolan Receivership	343.77	Reconciled	16,412.14	Check	Expense
03/06/2017	2229	Unknown		Nolan Receivership	754.40	Reconciled	16,755.01	Check	Expense
03/06/2017				Nolan Receivership	1,540.00	Reconciled	17,510.31	Deposit	Income
03/03/2017	ACH	lending Home Services		Nolan Receivership	785.54	Reconciled	15,970.31	Check	Expense
03/03/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	16,735.85	Check	Expense
03/03/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	17,505.85	Check	Expense
03/01/2017	SVCCHRG		Service Charge		50.00	Reconciled	16,275.85	Check	Bank Charges & Fees
03/01/2017	ACH	Unknown		Nolan Receivership	2,192.61	Reconciled	18,325.85	Check	Expense
02/27/2017	2228	Unknown		Nolan Receivership	491.00	Reconciled	20,518.48	Check	Expense
02/22/2017				Nolan Receivership	500.00	Reconciled	21,009.46	Deposit	Sales
02/21/2017	ACH			Nolan Receivership	53.00	Reconciled	20,500.46	Check	Expenses
02/17/2017		Epic Property		Nolan Receivership	7,290.00	Reconciled	20,582.46	Deposit	Sales
02/06/2017	2549	Unknown		Nolan Receivership	343.77	Reconciled	13,272.46	Check	Expense
02/06/2017	2549	Unknown		Nolan Receivership	754.40	Reconciled	13,816.23	Check	Expense
02/06/2017				Nolan Receivership	1,440.00	Reconciled	14,370.63	Deposit	Sales
02/02/2017	2547	Unknown		Nolan Receivership	154.00	Reconciled	12,930.63	Check	Expense
02/01/2017	SVCCHRG		Service Charge		50.00	Reconciled	13,084.63	Check	Bank Charges & Fees
02/01/2017	ACH	lending Home Services		Nolan Receivership	765.54	Reconciled	13,134.63	Check	Expense
02/01/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	13,000.17	Check	Expense
02/01/2017	ACH	lending Home Services		Nolan Receivership	770.00	Reconciled	14,870.17	Check	Expense
02/01/2017	ACH			Nolan Receivership	2,192.61	Reconciled	15,440.17	Check	Expense
02/01/2017				Nolan Receivership	17,632.78	Reconciled	17,632.78	Deposit	Opening Balance Equity

## **Exhibit 3**

## Charles Bullock

---

**From:** Anissa Hudy  
**Sent:** Tuesday, July 24, 2018 4:52 PM  
**To:** Katherine Stefanou; 'Charles Bullock'; sm@macwilliamslaw.com; Mark Kowalsky  
**Subject:** RE: close out meeting  
**Attachments:** Position Statement 072418.pdf

Katherine and Chuck,

See attached position statement.

Please contact us with any questions or comments.

**Anissa C. Hud**  
**Anissa C. Hud, J.D., PLLC**  
**PO Box 249**  
**New Baltimore MI 48047**

**248.417.9154**  
[www.hudylaw.com](http://www.hudylaw.com)  
<https://www.linkedin.com/in/anissa1>

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**From:** Katherine Stefanou <ks Stefanou@jaffelaw.com>  
**Sent:** Tuesday, July 24, 2018 10:34 AM  
**To:** 'Charles Bullock' <cbullock@sbplclaw.com>; Anissa Huday <ahuday@hudylaw.com>; sm@macwilliamslaw.com; Mark Kowalsky <mkowalsky@jaffelaw.com>  
**Subject:** RE: close out meeting

Chuck, it is our position that the funds should be returned to the Thomas Nolan LLC bank account.

**Katherine A. Stefanou**

Jaffe Raitt Heuer & Weiss, P.C.  
27777 Franklin Road – Suite 2500  
Southfield, MI 48034  
D: 248.727.1603  
F: 248.351.3082  
[kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)  
[www.jaffelaw.com](http://www.jaffelaw.com)

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---

**From:** Charles Bullock <[cbullock@sbplclaw.com](mailto:cbullock@sbplclaw.com)>  
**Sent:** Friday, July 20, 2018 3:52 PM  
**To:** Anissa Huday <[ahudy@hudylaw.com](mailto:ahudy@hudylaw.com)>; sm@macwilliamslaw.com; Mark Kowalsky <[mkowalsky@jaffelaw.com](mailto:mkowalsky@jaffelaw.com)>; Katherine Stefanou <[kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)>  
**Subject:** RE: close out meeting

I will be filing a final report in the next ten (10) days; thereafter, I will seek an order deeming the Receivership terminated.

The remaining question is: To whom should I turn the funds on hand over to? I would like for each side to state its position in writing, by Tuesday, July 24, 2018 at 5:00 p.m., so I may accurately represent the position of Plaintiff and Defendant to the Court, if there is a disagreement. Obviously, I would prefer that both sides agree, so I don't have to ask the Court to decide.

I do have a question about standing; however, I think that issue is moot, if we are able to consensually dispose of the balance of the Receivership issues.

Charles D. Bullock,  
Stevenson & Bullock, P.L.C.  
26100 American Drive, Suite 500  
Southfield, MI 48034

(248) 354-7906 ext. 2224  
(248) 354-7906 ext. 2225 (Assistant: Leslie Haas)  
(248) 354-7907 (Facsimile)  
(248) 240-4126 (Cell)

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**From:** Anissa Huday [mailto:[ahuday@hudylaw.com](mailto:ahuday@hudylaw.com)]  
**Sent:** Friday, July 20, 2018 3:24 PM  
**To:** Charles Bullock <[cbullock@sbplclaw.com](mailto:cbullock@sbplclaw.com)>; sm@macwilliamslaw.com; Mark L. Kowalsky <[mkowalsky@jaffelaw.com](mailto:mkowalsky@jaffelaw.com)>; [kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)  
**Subject:** RE: close out meeting

Chuck,

We are available late Monday.

From your prior email, I understand you are on vacation starting Wed. Our next availability, then, after your vacation is starting July 31.

---

**From:** Charles Bullock <[cbullock@sbplclaw.com](mailto:cbullock@sbplclaw.com)>  
**Sent:** Wednesday, July 18, 2018 10:55 AM  
**To:** sm@macwilliamslaw.com; Anissa Huday <[ahuday@hudylaw.com](mailto:ahuday@hudylaw.com)>; Mark L. Kowalsky <[mkowalsky@jaffelaw.com](mailto:mkowalsky@jaffelaw.com)>; [kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)  
**Subject:** Re: close out meeting

Please see below. I am soliciting comments from both side incident to Mr. Thomas' email.

Chuck

Charles D. Bullock  
Stevenson & Bullock, P.L.C.  
26100 American Drive, Suite 500  
Southfield, MI 48034

(248) 354-7906 ext. 2224

(248) 354-7906 ext. 2225 (Assistant: Leslie Haas)

(248) 354-7907 (Facsimile)

(248) 240-4126 (Cell)

On Jul 18, 2018, at 7:57 AM, ronald thomas <[rtbmx1@yahoo.com](mailto:rtbmx1@yahoo.com)> wrote:

Good morning Chuck,

Now that the Court has denied Nolan's motion for reconsideration, its my understanding that your work is just about finished and we can meet so that I can collect funds held and get the PNC account signed back over. Does this Friday or sometime early next week work for you?

It may save us some trouble if I arrange an appointment with the same bank manager that helped sign the TN account over to you initially, however that would require you to drive down to Southgate. Alternatively, if you would prefer I don't mind driving to a PNC branch up your way. Just let me know what you think is best. Thank you,

Ron Thomas  
[www.riseabovemx.com](http://www.riseabovemx.com)  
[www.aganation.com](http://www.aganation.com)  
cell - 734 752 9308  
fax - 814 690 1511

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

DAVID NOLAN,

Plaintiff/Counter-Defendant, Case No. 5:16-cv-12224-JEL-SDD

v

Hon. Judith E. Levy

RONALD THOMAS,

Magistrate Judge Stephanie Dawkins Davis

Defendant/Counter-Plaintiff.

---

**DAVID NOLAN'S POSITION STATEMENT REGARDING DELIVERY OF RECEIVERSHIP FUNDS/ASSETS**

Plaintiff, David Nolan (“Plaintiff” or “Nolan”), through his counsel, sets forth the following as his Position Statement Regarding Delivery of Receivership Funds/Assets:

First, Receiver has raised the issue of standing. Plaintiff disputes that standing is an issue and, thus, not appropriately raised. That said, though, the issue of standing was addressed by the Court, and the Court ruled that Plaintiff had proper standing. More specifically, the Court stated at page 8 of the Opinion and Order Granting in Part and Denying in Part Cross Motions for Summary Judgment (Dkt. 111) that there is no merit to the argument that Plaintiff lacks standing.

The Court stated, in pertinent part:

Instead, plaintiff brings his claims to remedy an injury he suffered when he did not recover the funds he invested in his business relationship with defendant. It does not matter that plaintiff obtained those funds from a third party because, once given to him, they were his funds until repaid. Accordingly, losing those funds was an injury sufficient to establish standing.

The second and third elements of standing are also satisfied here. Plaintiff alleges he was unable to recover the funds as a result of defendant’s malfeasance, and, if the Court were to find in his favor,

it could issue a judgment for damages that would compensate for his losses.

For these reasons, plaintiff has standing to pursue this case.

Thus, standing is not an issue.

Second, the Receivership Property (i.e. funds, assets and other property) should be delivered to Plaintiff and Defendant, jointly, to be held and managed, jointly, for the operation of the Thomas Nolan LLC (“LLC” or “Thomas Nolan LLC”). Such action is consistent with the Court’s findings that (a) “Plaintiff’s initial investment in the venture went directly into the LLC, and that LLC went into operation by purchasing most of the properties identified in the receiver’s report . . . The business never existed independent of the LLC” (Dkt. 111 at 14) and (b) the parties were working the LLC (Dkt. 111 at 14). And, further, such action is consistent with the Court’s finding that “the evidence shows that plaintiff and defendant had a business relationship that operated through an LLC. This relationship obligated each with a duty of care to the other” (Dkt. 111 at 15). In fact, the Court found that “there is no dispute of fact that the parties’ business relationship operated through an LLC . . . .” (Dkt. 111 at 33). Thus, Plaintiff and Defendant have a business relationship through the LLC.

Moreover, the Court recognized, as determined by the Receiver, that Plaintiff’s “financial contributions to the parties’ relationship went directly to Rise Above Asset Management LLC, and then later to Thomas Nolan LLC” (Dkt. 115 at 7). Thus, once again, the Court recognized that Plaintiff directly contributed to the parties’ business relationship which eventually operated as Thomas Nolan LLC.

Third, the Stipulated Order Appointing Receiver (Dkt. 35) charged the Receiver with certain duties during the term of the receivership. Such duties include safeguarding, possessing, controlling, and managing the Receivership Property including without limitation, all monies held

in any escrow or other accounts, including, without limitation, security deposits and other monies relating in any way to the Receivership Property, as defined by the Stipulated Order Appointing Receiver. Thus, upon termination of the Receivership, the Receiver has a duty to transition the management and control of the Receivership Property, and such transition must be in a manner consistent with the Receiver's duties and the findings of the Court in this case.

Fourth, as previously noted, because the Court found that the parties operated a business relationship together under the LLC, which findings are, in part, based on the Receiver's conclusions about Plaintiff's contributions to the LLC, the Receiver must turn over all the Receivership Property (funds, assets, and other property) to Nolan and Thomas, jointly, as interested members of, and who have contributed to, the LLC and/or place the Receivership Property in a trust to be held until a further distribution is agreed upon between the parties.

Finally, and notwithstanding the foregoing, the Receiver concluded that there were certain equal contributions in the form of deposits made by Nolan and Thomas. The original amount of those deposits should be returned as follows to Nolan and Thomas from the funds "on hand at Bank of America," to (a) counsel for the Plaintiff the amount of \$22,477.95 and (b) counsel for Defendant the amount of \$22,477.95 ("**Ordered Deposits**"). See Receiver's report dated March 15, 2018, Docket #100 at 3.

In conclusion, except for the Ordered Deposits (which should be delivered as aforementioned), the Receiver should deliver all Receivership Property, whether in its possession, custody or control, directly or indirectly, including, without limitation, all funds relating to the Receivership on deposit at PNC Bank, Hantz Bank and Bank of America to the possession, custody and control of Nolan and Thomas, jointly, to be jointly held and administered by them as members of Thomas Nolan LLC. The Receiver shall also direct that any third-party management company,

including without limitation, Epic Property Management), deliver all funds and/or assets relating to the Receivership Property to the possession, custody and control of Nolan and Thomas, jointly, to be jointly held and administered by them as members of Thomas Nolan LLC.

Respectfully Submitted,

**MACWILLIAMS LAW PC**

*Attorney for Plaintiff*

By: /s/ Sara K. MacWilliams

Sara K. MacWilliams (P67805)  
838 W. Long Lake Road, Suite 100  
Bloomfield Hills, MI 48302  
(248) 432.1586  
[sm@macwilliamslaw.com](mailto:sm@macwilliamslaw.com)  
and

**Anissa C. Hudy J.D., PLLC**

*Attorney for Plaintiff*

By: /s/ Anissa C. Hudy

Anissa C. Hudy (P57923)  
P.O. Box 249  
New Baltimore, MI 48047  
(248) 417.9154  
[ahudy@hudylaw.com](mailto:ahudy@hudylaw.com)

Dated: July 24, 2018

## **Exhibit 4**

## Charles Bullock

---

**From:** Katherine Stefanou  
**Sent:** Tuesday, July 24, 2018 10:34 AM  
**To:** 'Charles Bullock'; Anissa Hudy; sm@macwilliamslaw.com; Mark Kowalsky  
**Subject:** RE: close out meeting

Chuck, it is our position that the funds should be returned to the Thomas Nolan LLC bank account.

**Katherine A. Stefanou**  
Jaffe Raitt Heuer & Weiss, P.C.  
27777 Franklin Road – Suite 2500  
Southfield, MI 48034  
D: 248.727.1603  
F: 248.351.3082  
[kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)  
[www.jaffelaw.com](http://www.jaffelaw.com)

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---

**From:** Charles Bullock <[cbullock@sbplclaw.com](mailto:cbullock@sbplclaw.com)>  
**Sent:** Friday, July 20, 2018 3:52 PM  
**To:** Anissa Hudy <[ahudy@hudylaw.com](mailto:ahudy@hudylaw.com)>; sm@macwilliamslaw.com; Mark Kowalsky <[mkowalsky@jaffelaw.com](mailto:mkowalsky@jaffelaw.com)>;  
Katherine Stefanou <[kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)>  
**Subject:** RE: close out meeting

I will be filing a final report in the next ten (10) days; thereafter, I will seek an order deeming the Receivership terminated.

The remaining question is: To whom should I turn the funds on hand over to? I would like for each side to state its position in writing, by Tuesday, July 24, 2018 at 5:00 p.m., so I may accurately represent the position of Plaintiff and Defendant to the Court, if there is a disagreement. Obviously, I would prefer that both sides agree, so I don't have to ask the Court to decide.

I do have a question about standing; however, I think that issue is moot, if we are able to consensually dispose of the balance of the Receivership issues.

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(248) 354-7906 ext. 2224  
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**From:** Anissa Huday [mailto:[ahudy@hudylaw.com](mailto:ahudy@hudylaw.com)]

**Sent:** Friday, July 20, 2018 3:24 PM

**To:** Charles Bullock <[cbullock@sbplclaw.com](mailto:cbullock@sbplclaw.com)>; sm@macwilliamslaw.com; Mark L. Kowalsky <[mkowalsky@jaffelaw.com](mailto:mkowalsky@jaffelaw.com)>; [kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)

**Subject:** RE: close out meeting

Chuck,

We are available late Monday.

From your prior email, I understand you are on vacation starting Wed. Our next availability, then, after your vacation is starting July 31.

**From:** Charles Bullock <[cbullock@sbplclaw.com](mailto:cbullock@sbplclaw.com)>

**Sent:** Wednesday, July 18, 2018 10:55 AM

**To:** sm@macwilliamslaw.com; Anissa Huday <[ahudy@hudylaw.com](mailto:ahudy@hudylaw.com)>; Mark L. Kowalsky <[mkowalsky@jaffelaw.com](mailto:mkowalsky@jaffelaw.com)>; [kstefanou@jaffelaw.com](mailto:kstefanou@jaffelaw.com)

**Subject:** Re: close out meeting

Please see below. I am soliciting comments from both side incident to Mr. Thomas' email.

Chuck

Charles D. Bullock

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On Jul 18, 2018, at 7:57 AM, ronald thomas <[rtbmx1@yahoo.com](mailto:rtbmx1@yahoo.com)> wrote:

Good morning Chuck,

Now that the Court has denied Nolan's motion for reconsideration, its my understanding that your work is just about finished and we can meet so that I can collect funds held and get the PNC account signed back over. Does this Friday or sometime early next week work for you?

It may save us some trouble if I arrange an appointment with the same bank manager that helped sign the TN account over to you initially, however that would require you to drive down to Southgate. Alternatively, if you would prefer I don't mind driving to a PNC branch up your way. Just let me know what you think is best. Thank you,

Ron Thomas  
[www.riseabovebmix.com](http://www.riseabovebmix.com)  
[www.aganation.com](http://www.aganation.com)  
cell - 734 752 9308  
fax - 814 690 1511

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